

DEPARTMENT OF THE ARMY  
Omaha District, Corps of Engineers  
106 South 15th Street  
Omaha, Nebraska 68102-1618

:NOTICE: Failure to acknowledge : Solicitation No. DACA45 03-R-0051  
:all amendments may cause rejec- :  
:tion of the offer. See FAR : Date of Issue: 17 NOV 2003  
:52.215-1 of Section 00100 : Date of Receiving Proposals:  
08 JAN 2004

Amendment No. 0002  
12 December 2003

SUBJECT: Amendment No. 0002 to specifications and drawings for Construction of  
REPLACE HYDRANT FUEL SYSTEM, SGBP 050017, OFFUTT AFB, NEBRASKA  
Solicitation No. DACA45 03-R-0051.

TO: Prospective Offerors and Others Concerned

1. The specifications and drawings for subject project are hereby modified  
as follows (revise all specification indices, attachment lists, and drawing  
indices accordingly).

a. Specifications. (Descriptive Changes.)

(1) Standard Form SF1442, delete pages 00010-1 thru 00010-5 and  
substitute attached revised Pages 00010-1 thru 00010-5.

(2) Section 00800, delete pages 1 thru 18 and substitute attached  
new pages 1 thru 18 (paragraph numbers have been revised, additions  
and deletions have been flagged with "[Am #0002]").

(3) Section 01200, Page 4, paragraph 1.2.4, line 4, after  
"service Systems", insert:

", the fueling system and associated equipment,".

(4) Section 01330, Page 5, paragraph 1.5.4, line 4, delete "for  
approval" and substitute "for acceptance".

(5) Section 02316A, Page 7.

(a) Paragraph 3.1.1.5, to the end of the paragraph, add:

"Directional drilling may be used in lieu of the jack and bore shown for  
the fuel piping sleeves."

(b) Paragraph 3.1.1.7 Groundwater Around the POL Facility,  
delete paragraph number "3.1.1.7" and substitute  
"3.1.1.6".

(6) Section 15060, Page 9, paragraph 2.2.1, lines 1 thru 5,  
delete "Pipe and fittings in contact with fuel shall be stainless  
steel in the pumphouse, between the pumphouse and the tanks, and  
for the loop distribution, interior epoxy coated carbon steel in

the above ground tanks, and carbon steel for the transfer line, or as indicated on the drawings and as indicated in Section 00800." and substitute:

"Pipe and fittings in contact with fuel shall be interior epoxy coated carbon steel in the pumphouse, between the pumphouse and the tanks, the loop distribution, and in the aboveground tanks, and carbon steel for the transfer line, or as indicated on the drawings and as indicated in Section 00010."

(7) Section 15060, Page 17, paragraph 2.3, lines 1 thru 3, delete "All portions of a valve coming in contact with fuel in stainless steel pipe lines shall be of noncorrosive material. Valves in stainless steel pipe lines shall be Type 304 or Type 316 stainless steel or carbon steel" and substitute:

"All portions of a valve coming in contact with fuel shall be of non-corrosive material. Valves shall be Type 304 or Type 316 stainless steel or carbon steel".

(8) Section 15060, Page 19, paragraph 2.4.2, lines 4 and 5, delete "when installed in stainless steel lines and carbon steel when installed in carbon steel lines".

b. Drawings (Not Reissued). The following sheets of drawing code AF 125-20-01 are revised as indicated below with latest revision date of 12 December 2003. These drawings are not reissued with this amendment.

(1) Sheet M1.01, PUMPHOUSE PIPING PLAN, near drawing coordinate B-4, delete note reading "STAINLESS STEEL", and substitute "INTERIOR EPOXY COATED CARBON STEEL".

(2) Sheet MD.01, SECTION 2, delete note reading "SS PIPING" and substitute "INTERIOR EPOXY COATED CARBON STEEL PIPING".

(3) Sheet EU.05, KEYED NOTES, note 5, delete "ON ED.05" and substitute "ON ED.04".

2. This amendment is a part of the proposing papers and its receipt shall be acknowledged on the Standard Form 1442. All other conditions and requirements of the specifications remain unchanged. If the proposals have been mailed prior to receiving this amendment, you will notify the office where proposals are received, in the specified manner, immediately of its receipt and of any changes in your proposal occasioned thereby.

a. Hand-Carried Proposals shall be delivered to the U.S. Army Corps of Engineers, Omaha District, Contracting Division (Room 301), 106 South 15th Street, Omaha, Nebraska 68102-1618.

b. Mailed Proposals shall be addressed as noted in Item 8 on Page 00010-1 of Standard Form 1442.

3. Offers will be received until 2:00 p.m., local time at place of receiving proposals, 08 JAN 2004.

Attachments:

Standard Form SF1442, Pages 00010-1 thru 00010-5  
Section 00800, Pages 1 thru 18

U.S. Army Engineer District, Omaha  
Corps of Engineers  
106 South 15th Street  
Omaha, Nebraska 68102-1618

12 December 2003  
DRL/4547

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACA45-03-R-0051	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	17 NOV 2003	1 OF 5

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
	CT	
U S ARMY ENGINEER DISTRICT, OMAHA 106 South 15th Street Omaha, Nebraska 68102-1618		U.S.ARMY CORPS OF ENGINEERS, OMAHA Attn: CONTRACTING DIVISION (CENWO-CT) 106 South 15th Street Omaha, Nebraska 68102-1618
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	See SECTION 00100, Para. 15	See SECTION 00100, Para. 15

#### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The Offeror hereby agrees to do all the work described in these documents entitled:

REPLACE HYDRANT FUEL SYSTEM  
 SGBP 050017  
 OFFUTT AFB, NEBRASKA

RETURN WITH PROPOSAL: INFORMATION REQUIRED BY SECTION 00110; SECTION 00010 (SF1442); AND SECTION 00600

OTHER BONDING INFORMATION: SEE CONTRACT CLAUSES CLAUSE "PERFORMANCE AND PAYMENT BONDS".

\*\*--SEE SECTION 00110:PROPOSAL SUBMISSION REQUIREMENTS, INSTRUCTIONS AND EVALUATION (For number of Proposal Copies)

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>540</u> calendar days after receiving
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \*\* copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 8 JAN 2004 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  <div style="color: blue; font-weight: bold;">DUNS Number:</div>				15. TELEPHONE NO. (Include area code)  16. REMITTANCE ADDRESS (Include only if different than Item 14)			
CODE		FACILITY CODE					
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u>90</u> calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)							
<b>AMOUNTS</b>		<div style="color: blue; font-weight: bold;">SEE ATTACHED PRICING SCHEDULE</div> <div style="margin-top: 10px;">           Contractor's Fax No. _____ CAGE CODE _____            Contractor's E-Mail address _____         </div>					
18. The offeror agrees to furnish any required performance and payment bonds.							
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)							
AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE		20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
21. ITEMS ACCEPTED:							
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM  <div style="color: blue; font-weight: bold;">26</div>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> 10 U.S.C. 2304(c) (     )</span> <span><input type="checkbox"/> 41 U.S.C. 253(c) (     )</span> </div>			
26. ADMINISTERED BY  <div style="color: blue;">           U.S. Army Engineer District, Omaha            106 South 15th Street            Omaha, Nebraska 68102-1618         </div>			27. PAYMENT WILL BE MADE BY  <div style="color: blue;">           USAED Omaha            c/o USACE Finance Center            5722 Integrity Drive            Millington, TN 38054-5005         </div>				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>							
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.				<input type="checkbox"/> <b>29. AWARD</b> (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)				31A. NAME OF CONTRACTING OFFICER (Type or print)			
30B. SIGNATURE		30C. DATE		31B. UNITED STATES OF AMERICA  BY		31C. AWARD DATE	

REPLACE HYDRANT FUEL SYSTEM  
OFFUTT AFB, NEBRASKA

**PRICING SCHEDULE**

Item No.	Description of Item	Estimated Quantity	Unit	Unit Price	Estimated Amount
<b>BASIC ITEMS</b>					
1.	All Work Complete for the Replace Hydrant Fuel System, excluding Item 2 and Options listed below.	XXXX	JOB	L.S.	\$ _____
2.	Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal). See Note 1				
	a. First 2,700 Tons	2,700	Tons	\$ _____	\$ _____
	b. Over 2,700 Tons	900	Tons	\$ _____	\$ _____
	<b>TOTAL BASIC (ITEMS 1 + 2)</b>				\$ _____

Item No.	Description of Item	Estimated Quantity	Unit	Unit Price	Estimated Amount
<b>OPTION ITEMS</b>					
O-1.	Additional amount for replacing interior epoxy coated carbon Steel piping with Stainless steel piping for Work identified in note 5 below for "SS Loop".	XXXX	JOB	L.S.	\$ _____
O-2	Additional amount for replacing interior epoxy coated carbon Steel piping with stainless steel piping for Work identified in note 5 below for "SS Pumphouse".	XXXX	JOB	L.S.	\$ _____
O-3	All work complete for North Fillstand.	XXXX	JOB	L.S.	\$ _____
O-4	All work complete for Canopy over the Truck fillstands. See Note 5.	XXXX	JOB	L.S.	\$ _____
O-5	All work complete for the demolition of Existing Pumphouse 529. See Note 5.	XXXX	JOB	L.S.	\$ _____
O-6	All work complete for the demolition of Existing Pumphouse 528. See Note 5.	XXXX	JOB	L.S.	\$ _____
O-7	Deductive amount for removing all phasing Requirements associated with Apron Work. See Note 5.	XXXX	JOB	L.S.	\$ _____
O-8	All work complete for Scully Grounding System. See Note 5.	XXXX	JOB	L.S.	\$ _____

REPLACE HYDRANT FUEL SYSTEM  
OFFUTT AFB, NEBRASKA

Item No.	Description of Item	Estimated Quantity	Unit	Unit Price	Estimated Amount
<b>OPTION ITEMS</b>					
<b>O-9</b>	Additional Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal). See Notes 1 and 5	500	Tons	\$ _____	\$ _____
<b>O-10</b>	Additional Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal). See Notes 1 and 5	500	Tons	\$ _____	\$ _____
<b><u>GRAND TOTAL AMOUNT (BASIC ITEMS &amp; OPTIONS O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-9, AND O-10) – Excluding O-7</u></b>					\$ _____

**NOTES:**

1. Basic Item No. 2 is subject to the following Clause "Variation in Estimated Quantities for Sub-Divided Items." As follows:

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)

This Variation in Estimated Quantities Clause is applicable only to Item Nos. 2.

- (1) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.
- (2) Where the actual quantity of work performed for Item Nos. 2 is less than 85 percent of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity.
- (3) If the actual quantity of work performed under Item No. 2 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. 2 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity. (EFARS 52.212-5001)

Variation to the Estimated Quantities required by Option Items O-9, and O-10 will be handled the same as Basic Item 2b above.

2. See Section 00100 INSTRUCTIONS, CONDITIONS AND NOTICES OFFERORS, paragraph EVALUATION OF OPTIONS for evaluation of pricing items and options. The Government reserves the right to exercise Options within 90 calendar days after Notice to Proceed (NTP). Option O-2 will not be exercised without exercising Option O-1. Option O-5 will not be exercised without exercising Option O-3. See Note 5 for additional information on Options. The Government reserves the right to exercise Option O-9 within 270 calendar days of NTP, and Option O-10 within 360 calendar days of NTP. **Options O-9 and O-10 provide the Government flexibility to use alternate funding sources to pay for the disposal of petroleum contaminated soils.**
3. Prices must be entered for all line items on the Pricing Schedule. Total amount prices submitted without prices

REPLACE HYDRANT FUEL SYSTEM  
OFFUTT AFB, NEBRASKA

for individual line items will not be evaluated. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the total amount, the lump-sum prices will be considered the price. In case of variation between the unit prices and the extensions, the unit prices will be considered the amount proposed.

4. Modification to the Pricing Schedule items, basic or options should state the application of the adjustment to each respective lump sum (LS) price affected. If the modification is not so apportioned, the single adjustment will apply to Basic Item No. 1.
5. OPTIONS: See Note 2 above regarding the exercising of options.
  - a. **SS Loop (Option O-1).** The Basic will be interior epoxy coated carbon steel piping. This option changes the majority of all fuel piping from interior epoxy coated carbon steel to stainless steel. The following fuel piping shall be stainless steel:
    - Down stream of FSI-1 thru 5, including the 8" cross connection from return line (See M1.01
    - Supply to truck fill stands
    - Supply to HHT check out stand
    - Supply to all hydrants
    - Hydrant loop to isolation valve pit 3 downstream of fuel pit B-1
    - Pumphouse 531 supply from isolation valve vault 'B' to hydrant loop.
  - b. **SS Pumphouse (Option O-2).** All fuel piping not changed by option SS Loop shall be stainless steel except the following:
    - Pumphouse 531 supply from isolation valve vault 'B' to connection to existing
    - Pipe labeled '8" from bulk storage" on Sheet M1.01 from insulation flange (IF) to connection to existing fuel transfer line.
    - Inside the aboveground tanks
  - c. **North Fillstand (Option O-3).** The north fillstand is an option.
  - d. **Canopy (Option O-4).** The canopy over the truck fill stands is an option.
  - e. **Pumphouse 529 (Option O-5).** Demolition of Pumphouse 529, tanks and system piping, is an option, see Sheet MRU.01, elec, etc. Apron work is part of the Basic.
  - f. **Pumphouse 528 (Option O-6).** Demolition of Pumphouse 528, tanks and system piping, is an option, see Sheet MRU.01, elec, etc. Apron work is part of the Basic.
  - g. **Apron Phasing (Option O-7).** This option eliminates all phasing requirements associated with the apron work. This option if awarded shall cause a credit to the project. **This has no Option Priority, it is either a go no-go option depending on the runway project. This option item will not be included in the Best Value Determination.**
  - h. **Scully Grounding System (Option O-8).** Each truck fill stand shall be equipped with a Scully Grounding System. The grounding system shall enable/disable the truck fill control valve. Truck fill control valve, after being enabled, shall open when the hydraulic dead-man is squeezed.
  - i. **Contaminated Soil (Option O-9).** Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal) using available fiscal year funds from an approved alternate funding source. This item is similar to Basic Item 2b above.
  - j. **Contaminated Soil (Option O-10).** Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal) using available funds from an approved subsequent fiscal year alternate funding source. This item is similar to Basic Item 2b above.



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5/00, Rev 8/03

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS  
5/00, Rev 8/03

PART 1 GENERAL

Attachments:

General Wage Decision Nos. NE030001 and NE030010  
Appendix A Contract Document Distribution List

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall commence work under this contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, prosecute said work diligently, and complete the entire work except seeding ready for use not later than 540 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.1.1 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1200 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 ORDER OF WORK

See phasing notes shown on the drawings.

1.4 OFFUTT AIR SHOW/OPEN HOUSE

Work shall be scheduled so that there will be no construction during the 3 days (Friday, Saturday, and Sunday) of the annual air show and open house at Offutt AFB. Construction sites shall be in safe and orderly condition with no open holes, materials neatly and safely stored, equipment properly secured, and all debris removed. The open house usually occurs during the month of August.

## 1.5 MISSION DELAY DAYS

The Contractor shall anticipate a work delay of up to seven (7) days during the contract period due to Using Service operations. The Contractor will be notified one week in advance of these interruptions. This time is included in the overall completion time stated.

## 1.6 CONTRACT DRAWINGS AND SPECIFICATIONS

### 1.6.1 SETS FURNISHED

The contractor shall be responsible for making copies of specifications including amendments. The bid drawings as amended shall be utilized in the performance of the work until [Am #0002]CD-ROM containing contract drawings with amendments is~~contract drawings (i.e., bid drawings that have been posted with all amendment changes)~~are[Am #0002] mailed to the Contractor. See paragraph below for contract drawing reproduction and distribution requirements. The work shall conform to the contract drawings, set out in the drawing index, all of which form a part of these specifications. The work shall also conform to the standard details bound or referenced herein.

### 1.6.2 DRAWING REPRODUCTION AND DISTRIBUTION

The Contractor shall reproduce multiple legible hard copy sets [Am #0002] in accordance with the Contractor's Distribution List, Appendix A, at the end of this section~~(half size English unless directed otherwise)~~[Am #0002] of contract drawings from Government provided CD-ROM containing read-only cal file drawings. Within 14 calendar days after receipt of CD-ROM containing read-only cal drawing files, the Contractor shall provide legible hard copy drawing sets to the addressees contained in the Contract Document Distribution List for Project in Appendix A to this specification. The Government will process no progress payments prior to receipt of the legible contract drawings. After receipt and distribution of the legible hard copy drawing sets, the Government will provide the Contractor with a CD-ROM containing editable CAD file drawings (format defined in Section 01040 AS-BUILT DRAWINGS). The Contractor shall prepare as-built drawings as defined in Section 01040 AS-BUILT DRAWINGS.

### 1.6.3 NOTIFICATION OF DISCREPANCIES

The Contractor shall check all CD-ROM drawing files furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Dimensions marked on drawings shall be followed in lieu of scale measurements. Enlarged plans and details shall govern where the same work is shown at smaller scales. All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted the contractor shall adjust the scales accordingly. The Contractor shall also advise his sub-contractors of the above. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

### 1.6.4 OMISSIONS

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly

set forth and described in the drawings and specifications.

#### 1.7 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

##### SD-01 Preconstruction Submittals

Tank Installation Permit; .

A copy of the approved tank installation permit from the Nebraska State Fire Marshal for the installation of aboveground storage tanks for Class I and Class II flammable liquids.

##### SD-02 Shop Drawings

Equipment Room Drawings; G-AO.

#### 1.8 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractors' information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and auger borings. The data shown graphically and by symbol for each respective boring represents the actual geologic features observed and logged at the location given on the drawings. While the borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, local minor variations characteristic of the subsurface materials of this region could occur.

b. Weather conditions shall have been investigated by the Contractor to satisfy himself as to the hazards likely to arise therefrom. Complete weather records and reports may be obtained from the local U.S. Weather Bureau.

c. Transportation facilities shall have been investigated by the Contractor to satisfy himself as to the existence of access highways and railroad facilities. (FAR 52.236-4)

#### 1.9 CONCURRENT CONSTRUCTION

Construction work closely related to and/or located at the site of the work under a concurrent contract, may be in progress simultaneously with work under this contract. The Contractor shall cooperate with others as necessary in the interest of timely completion of all work. In the event of interference, the Contracting Officer shall be notified immediately for resolution and his decision shall be final.

## 1.10 PAYMENT

## 1.10.1 PROMPT PAYMENT ACT

Pay requests authorized in CONTRACT CLAUSES clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Pay requests will be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses will be submitted with the ENG Form 93, and the required certification will be included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

## 1.10.2 PAYMENTS FOR MODIFICATIONS

Payments may be made for cost bearing change orders within the scope of the contract only to the extent funds are authorized in the order on a two-part modification. Contractor pricing proposed must be submitted at the earliest possible time after the change order is issued, or at a specific time as directed by the Contracting Officer. At the discretion of the Contracting Officer, any and all payments may be withheld on the modification until the Contractor has submitted a qualifying price proposal, in as much detail as required by the Contracting Officer, and the final price has been agreed.

## 1.10.3 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995)

a. Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. Payment for materials delivered off-site includes petroleum products. (EFAR 52.232-5000)

## 1.11 AVAILABILITY OF UTILITY SERVICES

All reasonably required amounts of domestic water and electricity will be made available to the Contractor by the Government from existing system outlets and supplies. The Contractor shall, at his own expense, make all temporary connections and install distribution lines. The Contractor shall furnish to the Contracting Officer a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. Meters shall be installed by the Contractor to determine the amount of water and electricity used by him, and such utilities will be paid for by or charged to the Contractor. All temporary lines shall be maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner prior to final acceptance of the construction.

Normal quantities of electricity and water used to make final tests of completely installed systems will be furnished by the Government.

#### 1.12 UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing. The time and duration of all outages will be coordinated and approved with the Using Agency by the Contracting Officer.

#### 1.13 DIGGING PERMITS AND ROAD CLOSINGS

The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Roads shall only be closed one lane at a time and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications.

Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

#### 1.14 QUANTITY SURVEYS (APR 1984)

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236.16)

#### 1.15 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(10)	(04)	(05)	(07)	(07)	(05)	(07)	(04)	(03)	(02)	(11)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

#### 1.16 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSES clause: "Insurance Work on a Government Installation," the Contractor shall procure the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	\$200,000 per person and \$500,000 per occurrence
Property damage	\$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

#### 1.17 SECURITY REQUIREMENTS

##### 1.17.1 Contractor's Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification



as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employees. When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. (Based on FAR 52.204-2)

#### 1.17.2 Entry Requirements

(a) The Contractor and all personnel, including all subcontractors and suppliers, shall register with Base Security and the US Army Corps of Engineers (USACE) for personnel badges. The contractor shall submit the Contractor's Badge Request form to the USACE a minimum of 24 hours in advance of when the badge is needed. The person requesting the badge will need to be signed in at the Kenny Gate and escorted to the USACE Office in Castle Hall (by a Prime Contractor Employee with an Escort Badge), where the proper forms will be given to the requestee and Escort. The Prime Contractor Escort will then take the individual to the Pass and Registration Office where the Base will be issue a Contractor's Badge. Personnel access badges will be granted for periods not to exceed the number of calendar days needed to complete specific work activity by specific personnel. Badges will not be granted for personnel working on-site for less than a 30-day period, these individuals will require daily escort by a contractor with escort privileges. Registering for badges takes approximately one hour, but can take much longer. Note: Vehicle inspection will take place for all vehicles entering Offutt AFB. Commercial contractor vehicles will be searched every time they enter Offutt AFB. Entrance to the base will be through the Kenney Gate; expect a minimum of 15 minutes to complete a vehicle inspection for access.

(b) All commercial material deliveries to the site must be escorted at all times by a prime contractor's employee that has an approved badge with "Escort" privileges. Only the prime contractor's personnel can obtain an "Escort" Badge. No escorts will be provided by the Corps of Engineers or the Air Force.

#### 1.17.3 Contractor Employees Requiring Access to Automated Information Systems (AIS)

All Contractor (and subcontractor) employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation ([http://www.deskbook.osd.mil/htmlfiles/DBY\\_dod-7-Careers.asp](http://www.deskbook.osd.mil/htmlfiles/DBY_dod-7-Careers.asp)).

The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. SF-85P is available at: <http://www.gsa.gov/Portal/home.jsp>

Under "Key Information", click on "Federal Forms",  
Click on "U.S. Government Forms (GSA, Standard and Optional)"  
Click on "Standard (SF) Forms"  
Click on "SF 85P Questionnaire for Public Trust Positions"  
SF 85P is available in either Screen-Fillable FormNet Version or Adobe Acrobat version.

Proof of a favorable NAC shall be submitted to USACE, Omaha District Security Officer, ATTN: CENWO-SL, 106 S. 15th St, Omaha, NE 68102-1618, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS.

a. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance should submit forms through their Facility Security Office, who shall forward results of the NAC to the Omaha District Security Officer (address above).

b. For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85-P and 2 copies of the FD-258 (Fingerprint Cards) shall be completed and submitted to the Omaha District Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Omaha, Nebraska area, fingerprint cards may be completed by contacting the Omaha District Human Resources Office, (402) 221-4072.

In accordance with Engineering Regulation, ER 380-1-18 (<http://www.usace.army.mil/inet/usace-docs/eng-regs/er.htm>), Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The Contractor shall submit to the Omaha District Contracting Office, ATTN: (CENWO-CT) the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B). INS forms are available at <http://www.immigration.gov/graphics/formsfee/index.htm>.

Compliance with this provision is mandatory (only if AIS access is required). Offeror should check the appropriate box below and return with offer or quote to Contracting Office.

[    ]    HAVE FAVORABLE SF-85P(s)\*  
[    ]    SF85-P(s) TO BE INITIATED UPON AWARD  
[    ]    SF85-P(s) PAPERWORK IN PROGRESS  
[    ]    DO NOT INTEND TO COMPLY

\*Must be accomplished for each employee who will be accessing Government AIS under this action.

(End of Provision)(PIL 2003-06, 19 Feb 03)

#### 1.18 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01451A Contractor Quality Control.

#### 1.19 NONDOMESTIC CONSTRUCTION MATERIALS

The List of nondomestic construction materials or their components included in the list set forth in paragraph 25.104 of the Federal Acquisition Regulation does not apply to the requirements of the contract clause entitled "Buy American Act Construction Materials".

#### 1.20 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (FAR 52.211-14)

#### 1.21 DAILY WORK SCHEDULES AND WEEKLY COORDINATION MEETINGS

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs) and any other information that is needed in the minutes of the meeting. Required temporary utility services, time and duration of interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. The items of work listed on the proposed 2-week schedule are to be keyed to the NAS by activity number and description for each activity anticipated to be performed during the next 2-week period. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work.

#### 1.22 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series of equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region V. Copies of each regional schedule may be obtained through the following internet site:

<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

#### 1.23 AS-BUILT DRAWINGS

See SECTION 01040 - AS-BUILT DRAWINGS

#### 1.24 SIGN

On commencement of work on this project, the Contractor shall furnish and erect the temporary sign in the location selected by the Contracting Officer near the project site. The Contractor shall maintain the sign in good condition through the project construction period. Upon completion of the project the Contractor shall remove the sign from the premises. The project sign shall conform to the requirements shown on the drawings. A decal of the "Engineer Castle" and the U. S. Air Force emblem will be furnished the Contractor upon request.

#### 1.25 EQUIPMENT ROOM DRAWINGS

Prior to construction, the Contractor shall prepare and submit room plans for all mechanical, electrical, and communication rooms or similar areas. The plans shall be consolidated for all trades, shall be to scale, and shall show all pertinent structural features. In addition, other items such as doors, windows, and cabinets required for installation and which will affect the available space, will be shown. All mechanical and electrical equipment and accessories shall be shown to scale in plan and elevation and/or section in their installed positions. All duct work and piping shall be shown.

#### 1.26 CONTRACTOR FURNISHED EQUIPMENT DATA

See Section 01200 Warranty of Construction for Contractor Furnished Equipment Data to be submitted as part of the Warranty Equipment Booklet.

#### 1.27 ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

The Contractor shall furnish a temporary office facility approximately 10

feet x 20 feet with a minimum of 200 square feet of floor space. It shall be located where directed and shall be reserved for Government personnel only. Drinking water facilities, adequate lighting, local commercial telephone service (as indicated below), air-conditioning, heating equipment, and a partition enclosed chemical toilet shall be furnished and maintained by the Contractor. The office shall be furnished with one legal size filing cabinet with four drawers, one drafting table with stool, one plan rack, one desk, and three chairs. Used furniture, in good condition, will be acceptable. Entrance doors shall be equipped with a substantial lock. The Contractor shall provide janitor service, fuel for the heating facilities, electricity, telephone and water, all at no cost to the Government, except the Contractor will not be liable for Government long-distance calls. Provide one phone line for voice, and one high-speed data line (T1 or DSL) for computer use. The computer line should be provided through close coordination with the Contracting Officer. If high speed data is not available thru the Base, a second phone line shall be installed to the trailer for computer use. Provide an ANSI approved, 16-unit first aid kit, mounted on the wall of the trailer. The entire facility, including furniture, will remain the property of the Contractor and shall be removed from the site after completion of the work.

#### 1.28 PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

#### 1.29 PARTNERING

a. The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule and in accordance with plans and specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms.

b. It is anticipated that immediately after the preconstruction conference, the appropriate Contractor's key personnel and Government key personnel will attend a 2-3 hours informal team building workshop at the Area or Resident Office (as directed).

#### 1.30 TANK INSTALLATION PERMIT (Nebraska Only)

##### 1.30.1 Nebraska State Fire Marshal

The Contractor shall obtain an installation permit for all new and replacement aboveground and underground storage tank and piping installations and a closure permit to permanently close tanks, for all tanks storing Class I and Class II flammable liquids. Applications for permits shall be provided by and filed with the Nebraska State Fire Marshal's office. Submission of a detailed site plan and an inspection fee must be made at least ten (10) working days prior to the proposed installation or closure. The inspection fee is per installation,

regardless of the number of tanks involved. Application forms may be obtained from the Nebraska State Fire Marshal at telephone (402-471-9465). Tank installations or closures shall meet all the applicable criteria set out in the NFPA codes promulgated by the Nebraska State Fire Marshal. Notification of date and time of installation or closure shall be given to the Nebraska State Fire Marshal Flammable Liquids Division at least 24 hours prior to installation or closure.

#### 1.30.2 Permit Denial and Revocation

Persons whose application for a permit is denied or revoked shall have the right to request a hearing under procedures established by the State Fire Marshal. When the State Fire Marshal has reason to believe that a permit holder's activities create an immediate threat to public safety, a permit may be suspended until the hearing process is complete. Any person aggrieved by a final decision of the State Fire Marshal may appeal such action pursuant to State Statutes 84-917 to 84-919, N.R.S.

#### 1.31 PROFIT

a. Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20	See Item	
Relative difficulty of work	15	b. below	
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(1) Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

#### 1.32 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as batch plants, sandpits, rock quarries, and similar operations, located off the immediate site of the construction but set up exclusively to furnish required materials for a construction project on the site of the work. Clause "Payrolls and Basic Records" of the CONTRACT CLAUSES is applicable to such operations.

#### 1.33 DRAWING SCALES

All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted, the contractor shall adjust the scales accordingly. The Contractor shall also advise his sub-contractors of the above.

#### 1.34 WAGE RATE APPLICATION

##### 1.34.1 Building Schedule

Applicable to all work required within 5 feet outside the building lines.

##### 1.34.2 Heavy and Highway Schedule

Applicable to all work required beyond 5 feet outside the building.

1.35 (FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation  
for Each Trade

\*\*\*\*\*

Goals for Female Participation  
for Each Trade

\*\*\*\*\*

7.6

6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this



solicitation, the "covered area" is Omaha SMSA-5920, which Sarpy County is a part of.

#### 1.36 FEDERAL HOLIDAYS

The following Federal legal holidays are observed by this installation:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

If a wage determination applies the number of holidays specified on it, it has priority over this clause.

#### 1.37 BASE HOURS

Base operation hours are 7:30 a.m. to 5:00 p.m. daily (Monday through Friday), excluding federal holidays. Access to the base during other times must be requested in writing from the Contracting Officer and will be granted only for extenuating circumstances.

PART 2 NOT USED

PART 3 EXECUTION

## 3.1 APPENDIX A- CONTRACT DOCUMENT DISTRIBUTION LIST

## APPENDIX A - CONTRACT DOCUMENT DISTRIBUTION LIST

PROJECT TITLE: REPLACE HYDRANT FUEL SYSTEM

PROJECT LOCATION: OFFUTT AFB, NE

[Am #0002]

<u>Address</u>	<u>Organization Label</u>	<u>Plans</u>
Fort Crook Area Office		2 (1/2 size)
U.S. Army Corps of Engineers		1 (full size)
P.O. Box 13287		
Offutt AFB, NE 68113		
Offutt Resident Office		2 (1/2 size)
U.S. Army Corps of Engineers		1 (full size)
P.O. Box 13287		
Offutt AFB, NE 68113		
HQ ACC		2 (1/2 size)
Attn: HQ ACC/CEOI		
Carl Dreschel		
129 Andrews Street, Suite 102, Room 315		
Langley AFB, VA		
23665-2769		
55 CES/CECNA		6 (1/2 size)
Attn: Doug Shapland		
106 Peacekeeper Drive		
Suite 2N3		
Offutt AFB, NE 68113-4019		
U.S. Army Corps of Engineers	CENWO-PM-M	9 (1/2 size)
106 South 15th Street	CENWO-CD-CA	1 (1/2 size)
Omaha, Nebraska 68102-1618	CENWO-CD-QR	3 (1/2 size)
	CENWO-CT (S. Siford)	1 (1/2 size)
	CENWO-ED-C (Kemp)	1 (1/2 size)

-- End of Section --